

UNITED STATES BANKRUPTCY COURT FOR THE
EASTERN DISTRICT OF WISCONSIN

IN RE
Corey A Hudson and Robin L Hudson

Debtors.

Chapter: 13

Case No. 09-21491-MDM

**STIPULATION REGARDING MOTION OF UNIVERSAL MORTGAGE CORPORATION FOR
RELIEF FROM THE AUTOMATIC STAY**

The debtor, by the attorneys at, Credit Solutions SC, and Universal Mortgage Corporation, its successors and/or assignees (hereinafter 'the movant'), by its attorneys, Gray & Associates, L.L.P., stipulate and agree as follows:

1. The movant holds a promissory note and a mortgage encumbering the debtor's real property located at 524 E Quincy St New London, WI 54961-1949. The debtor has failed to make monthly mortgage payments required by said note and mortgage in a timely manner. Said default in payments has caused the movant to file a motion for relief from the automatic stay herein dated September 30, 2009. The post-petition arrearage at that time was \$2,151.43.
2. That the debtor shall pay the sum of \$1,308.32 to the movant forthwith. In the event any such payment is not received in a timely manner, counsel for the movant may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.
3. That with the expectation that the payment required by the preceding paragraph will be received in a timely manner, the movant may file a supplemental claim for the post-petition arrearage which exists through the end of October 2009 in the amount of \$2,787.64.

Drafted by:

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Gray & Associates, L.L.P. is attempting to collect a debt on our client's behalf and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

The arrearage is itemized as follows:

6/09 through 10/09	\$3,145.00
5 mortgage payments @ \$629.00	
Accumulated Late Charges	\$150.96
Attorney Fees and Costs	\$800.00
Payment to be received	<u>(\$1,308.32)</u>
TOTAL ARREARAGE	<u>\$2,787.64</u>

4. That commencing in November 2009 through and including April 2010, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the 16th day of each month in which each such payment is due. In the event any such payment is not received in a timely manner, counsel for the movant may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

5. That commencing in May 2010, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the 16th day of each month in which each such payment is due. In the event any such payment is not received in a timely manner, counsel for the movant may request by letter another hearing upon the motion for relief from the automatic stay.

6. That pending further notice, the amount of the monthly mortgage payment is \$629.00 and payments shall be made to the movant at Universal Mortgage Corporation, 12080 North Corporate Parkway Mequon, WI 53092.

7. That the court approve the terms of this stipulation and make them an order of the court.

Dated this 29th day of October, 2009.

Credit Solutions SC
Attorneys for Debtor

By: /s/
Arnold F. Lueders, III

Dated this 23rd day of October, 2009.

Gray & Associates, L.L.P.
Attorneys for Movant

By: /s/
Christopher C. Drout

NO OBJECTION
Dated this 9th day of November, 2009.

 /s/
Thomas King
Chapter 13 Trustee